

STATE OF DELAWARE



Delaware Health and Social
Services
Division of Management Services
"DMS Serving Those Who Serve
Delaware"

Specifications and Contract Documents No. RB-10-09
For

Eggs

Required for use by:
Various State Agencies
for the month of March 2009

Deposit:	Waived
Performance Bond:	Waived
Date Due:	February 12, 2009
Time:	10:30 am Local Time

Delaware Health and Social Services
Main Administration Building-South Loop
Division of Management Services
Procurement Branch-Room 262
1901 North DuPont Highway
New Castle, Delaware 19720

Invitation to Bid RB-10-09

Sealed bids for **Eggs** for Various Delaware State Agencies must be received by the Delaware Health & Social Services, Main Administration Building-South Loop, Procurement Branch-Room 262, 1901 North DuPont Highway, New Castle, DE 19720, until **10:30 A.M. Local Time on February 12, 2009** at **which** time they will be opened, read and recorded.

Specifications may be obtained at the above office. Phone: (302) 255-9292.

Please Note: The following paragraphs hereby become part of the General Terms and Conditions of this bid.

1, 2, 3.1, 3.42, 4.1, 5.2, 6.1, 7.2, 7.6, 7.8, 9.1, 10.1,

11.1, 11.2, 12.1, 13.1, 16.1, 16.2, 17.3, 18.1, 19.1, 20.1,

20.2, 23.1, 23.4 and 25.

<http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>.

Contact Person: Sylvia Adams - (302) 255-9297

deborah.donovan@state.de.us

Note to Vendors:

Your bid **must be signed** and all information on the signature page completed.

If you do not intend to submit a bid, send an e-mail to the buyer for this bid stating that you do not intend to bid on this contract and would like to remain on the mailing list. Please include your company's name, address and signature.

Important:

All Bids **must** have the four (4) digit Contract number on the outside of the envelope. If this number is omitted your Bid will immediately be rejected.

Delivery Instructions:

It is the responsibility of the bidder to assure that the Proposal/Bid has been received by the Department of Health and Social Services by the deadline. To insure that your Bid is in the above office on the date and time specified, there are three (3) recommended methods of delivery.

- * **Hand Delivery**
- * **Federal Express**
- * **UPS**

For further bidding information please contact:

Buyer: **Debbie Donovan**
Delaware Health and Social Services
Main Administration Building-South Loop
Division of Management Services
Procurement Branch-Room 262
1901 North DuPont Highway
New Castle, Delaware 19720

Additional Terms and Conditions

Billing:

The successful vendor is required to "Bill as Shipped" to respective ordering Agency(s). Ordering Agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

Payment:

The Agencies or School districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

Product Substitution:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by DHSS-DMS-Procurement to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

Ordering Procedure:

Successful contractors are required to have either a local telephone number with the area code or a toll free number to accept collect calls. Each Agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems.

Hold Harmless:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against all claims for injury, loss of life or damage to or loss of use of property cause or alleged to be caused by acts or omissions of the contractor, its employees and invitees on or about the premises and which arise out of the contractor's performance or failure to perform as specified in the Agreement.

Force Majeure:

Neither the contractor nor the ordering Agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

Vendor Emergency Response Point of Contact:

The awarded vendor's shall provide the name's telephone number or cell phone number's of those individuals who can be contacted twenty four (24) hours a day, seven days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a State of Emergency under the Delaware Emergency Operations Plan April 2005. Failure to provide this information could render the bid as non-responsive.

Contact Person:

Address:

Phone Number:

Cell Phone Number(s):